ticular injury. (2) Direction of the intent against some particular person. Where it can be shown that both of these elements are lacking, the insurance company will be unquestionably liable as for an accident. E. g., where the injury is by an insane person incapable of rational intent. *Corley v. Travelers Protective Ass'n.* 105 Fed. 854, 46 C. C. A. 278; *Berger v. Pac. Mut. Ins. Co.*, 88 Fed. 24. A person may become equally incapable by intoxication. *Northwestern Benevolent Soc. v. Dudley*, 61 N. E. 207, 27 Ind. App. 327. Conversely, if both of these elements of intent are present, the insurance company will not be held liable. *Butero v. Travelers Accid. Ins. Co.*, 71 N. W. 811, 96 Wis. 536. A difficulty arises when the court tries to make one element sufficient without the other. Under a policy providing for non-liability when death is caused by an intentional injury by the insured or others, recovery cannot be had when the insured was murdered. *Travelers Prot. Ass'n. of America v. Langholz*, 86 Fed. 60, 29 C. C. A. 628; *Johnson v. Travelers Ins. Co.*, 39 S. W. 972, 15 Tex. Civ. App. 314. The general intent to commit murder is here held sufficient, although intent against the particular person may or may not have been present. Again, the case of *Continental Casualty Co. v. Cunningham*, 66 So. (Ala.) 41, in holding that physical injury by a third party, who understood the nature and consequences of his act, was an intentional act within the policy, seems to imply, as in the murder case, that general intent to injure is alone sufficient to preclude recovery.

If so, the authority of *Johnson v. Co., supra,* is opposed to that of the principal case, which holds that although the first element was present, in the absence of the second element—namely, the intent against the particular person (i. e., the insured)—the act is still to be regarded as accidental and the company is liable.

C. B.

PRINCIPAL AND AGENT—AGENT'S LIABILITY TO THIRD PARTIES—IMPLIED WARRANTY OF AUTHORITY—MEASURE OF DAMAGES.—GRISWOLD V. HAAS, 177 S. W. (Mo.) 728.—Where defendant bid in some bonds at a commissioner's sale as agent, but was in fact without authority, in an action of assumpsit for breach of his implied warranty of authority, *held,* the measure of damages was the amount of the bid.

In some states the measure of damages in a similar action is the difference between the contract price and the market price. *LeRoy v. Jacobovsky*, 136 N. C. 443; *Roberts v. Tuttle*, 105 Pac. (Wash.) 516. In others, damages recoverable are all those directly caused by the want of authority. *Simmons v. Moore*, 100 N. Y. 140; *Hyman v. Caspary*, 117 N. Y. Supp. 966. And this is held to include the costs of an unsuccessful action against the supposed principal. *White v. Madison*, 26 N. Y. 117; *Groeltz v. Armstrong*, 125 Iowa 39; *see Taylor v. Nostrand*, 134 N. Y. 108. But the plaintiff cannot recover what he would have made had the principal performed. *Wallace v. Bentley*, 77 Cal. 19; *Teddler v. Riggin*, 61 So. (Fla.) 244.

The weight of authority seems to be contrary to the principal case, in which, though suit is brought for breach of an implied warranty of authority, the agent is really forced to perform a contract of purchase.

L. S.